

COLLECTIVE AGREEMENT

between

**THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**

(hereinafter called "The Board")

and

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION – DISTRICT 9**

(hereinafter called "The O.S.S.T.F. or Union")

Representing

**THE CONTINUING
EDUCATION INSTRUCTORS**

(hereinafter called "the C.E.I. or the Bargaining Unit")

EFFECTIVE PERIOD: September 1, 2012 to August 31, 2014

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ARTICLE 1 – SCOPE, PURPOSE and DEFINITION

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) representing all C.E.I. employed by the Greater Essex County District School Board save and except the Principal of Adult and Continuing Education and persons in the bargaining unit for which any trade union held bargaining rights as of June 13, 1989.
- 1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries and related benefits, and to provide a procedure for the settlement of all matters in dispute between the parties that arise out of this Collective Agreement.
- 1.03 In this Collective Agreement:
- (a) "Board" means the Greater Essex County District School Board.
 - (b) "District 9" means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent the Continuing Education Branch.
 - (c) "Federation" means the Ontario Secondary School Teachers' Federation.
 - (d) "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
 - (e) "Member" means a member of the C.E.I.
 - (f) "Continuing Education Instructor" means a person employed to teach a continuing education non-credit course, which can include but not be limited to English as a Second Language course, Literacy Basic Skills course, International Language courses and General Interest courses for which a valid certificate of qualification or a letter of standing as a teacher is required by the regulations. The following articles do not apply to International Language or General Interest course Instructors: Article 10, 11, 16, 17, 18, 19, 20, 21.02 – 21.08, 22 and Letters of Understanding Scope paragraphs 1 and 2, Summer Work and LBS.
 - (g) C.E.I. means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent all continuing education instructors.
 - (h) Current C.E.I. permanent members may be seconded to work on special grant projects not consistent with the current structure of ESL and LBS under this Collective Agreement without loss of pay, benefits, pension or seniority. Positions greater than four (4) months will be posted. The posting will be posted for five (5) working days and will include the responsibilities and the term of the position.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to represent all instructors employed by the Board as defined in Article 1.03(f) and to negotiate on their behalf, and O.S.S.T.F. recognizes the negotiating committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Collective Agreement.
- 2.02 The Board recognizes the right of O.S.S.T.F. to authorize District 9 and the C.E.I. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Board recognizes the right of the C.E.I. to have O.S.S.T.F. and District 9 officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- 2.04 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide and manage its schools and operations in the County of Essex. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its employees as granted and preserved in this Collective Agreement.
- 3.02 O.S.S.T.F. recognizes that the Board has the right to cancel classes due to insufficient enrolment, lack of space, insufficient funding or the inability to recruit instructors. In the event that a program is cancelled, the Board agrees to consult with O.S.S.T.F. prior to cancellation. The Board further agrees to consult with O.S.S.T.F. in the event that a class is cancelled due to lack of space.
- 3.03 O.S.S.T.F. recognizes the right and duty of the Board to transfer, promote, discipline, demote, suspend and discharge instructors provided that a claim by a permanent instructor that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Articles 7 and 8.
- 3.04 The Board agrees to consult with District 9 and the C.E.I. concerning policy changes that may affect the working conditions of the employees prior to the implementation of such changes. Such consultation may be initiated by either party.
- 3.05 The dismissal of an instructor during the probationary period will not be the subject of a grievance provided the Board has acted in good faith.

ARTICLE 4 - MEMBERSHIP

- 4.01 All employees shall, as a condition of employment, either maintain membership in O.S.S.T.F. or join O.S.S.T.F. within thirty (30) days after the ratification of this Collective Agreement and remain members in good standing or if they do not become members, shall pay the equivalent of dues to O.S.S.T.F. in accordance with Section 47 of the Ontario Labour Relations Act. All new employees shall, as a condition of employment, join O.S.S.T.F. within thirty (30) days of employment and remain members in good standing.
- 4.02 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 4.03 The O.S.S.T.F. dues deducted in 4.02 shall be remitted to the treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, number of days worked, salary for the period and the amounts deducted.
- 4.04 Dues specified by the Bargaining Unit in 4.02, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F. District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, number of days worked, salary for the period and the amounts deducted. O.S.S.T.F. and/or the Bargaining Unit as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.
- 4.05 The Board agrees to provide C.E.I. President with a listing of employees covered by this Collective Agreement complete with address, position held and rate of pay before May 15th of each year or as soon as possible thereafter. At the time of hiring of any employee during the term of this Collective Agreement, the Board shall provide the foregoing information to the President of the C.E.I. In the event of any subsequent changes in any employee's status, including without restriction resignation and termination, the Board shall immediately notify the President of the C.E.I. of such change.
- 4.06 (a) When a tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the C.E.I. President with fifty (50) copies of the tentative Agreement.
(b) Once the Agreement is ratified by both parties, the Board shall provide each member, and any new member subsequent to the ratification, with a copy of the Collective Agreement.
- 4.07 The C.E.I. shall have the right to post notices of interest to its members in a mutually agreed upon area in each work location.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Board agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of union membership or activity or within the meaning of the Ontario Human Rights Code.
- 5.02 The Board and the Union agree that harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment free workplace.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Board agrees that there shall be no lockout of employees and O.S.S.T.F. agrees that there shall be no strike of employees during the term of this Collective Agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.
- 6.02 Any dispute between this Board and any other employee group shall not be considered as a violation of this Collective Agreement and this Collective Agreement shall be deemed to be in operation during such a dispute.
- 6.03 During any dispute between the Board and any other Bargaining Unit(s), employees shall not be required to take the place of members or do the work of other Bargaining Unit(s).

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Within the term of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Step 2 of this Article, shall state:
- (a) the nature of the grievance and background circumstances;
 - (b) the section(s) of the Agreement claimed to be infringed; and
 - (c) the remedy or correction required.
- 7.02 Where a dispute involving an employee suspension or discharge occurs, the grievance shall be initiated at Step 2 of the grievance procedure.
- 7.03 A group grievance submitted on behalf of a group of employees or a policy grievance submitted by the Bargaining Unit/Union may be initiated at Step 2 of the grievance procedure.
- 7.04 The following steps shall govern the grievance procedure:
- Step 1 Within ten (10) working days of the time the grievor should reasonably be expected to be aware of the relevant facts, the employee, with the concurrence of the Bargaining Unit, shall discuss the complaint with the Principal of Adult and Continuing Education. The grievor may be accompanied by a Union

representative. The Principal of Adult and Continuing Education shall reply orally within ten (10) working days of the discussion.

Step 2 Failing satisfaction, the Bargaining Unit shall then, within ten (10) working days after receipt of the reply of the Principal of Adult and Continuing Education in Step 1 above, reduce the grievance to writing, detailing the article(s) which is alleged to have been violated, to the Superintendent of Human Resources or his/her designate. The Superintendent of Human Resources or his/her designate shall meet with the grievor accompanied by a Union representative, within ten (10) working days of receipt of the written grievance. The Superintendent of Human Resources or his/her designate shall answer the grievance in writing within ten (10) working days of the meeting with the grievor and a Union representative, during which time the grievance will have been discussed at a meeting of the Director's Council.

7.05 If the grievance is still unresolved after exhausting the above procedure, the Bargaining Unit/Union may submit the grievance to Arbitration in accordance with Article 8 of the Agreement.

7.06 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur.

7.07 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.

7.08 A grievance lodged by the Board shall be submitted in writing to the President of the Bargaining Unit. The President of the Bargaining Unit shall respond in writing to the Board within ten (10) days after receipt of the grievance. In the event the matter is unresolved, the Board may submit the grievance to arbitration in accordance with Article 8.

7.09 Should the processing or investigation of a grievance require that a grievor or the C.E.I. representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or his/her designate.

ARTICLE 8 - ARBITRATION PROCEDURE

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties, may, within twenty (20) working days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation for a decision by a single arbitrator.

8.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of

either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance under Article 7.07.
- 8.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 8.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 8.05 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

ARTICLE 9 - RATES OF PAY

9.01 Instructors shall be paid as follows:

- (a) Hourly rate of LBS and ESL Instructors assigned to other than a full day of work.

Effective	Base Rate	Vacation	Statutory Holidays	Total
2008 09 01	\$33.19	\$2.99	\$1.16	\$37.34
2009 09 01	\$34.18	\$3.08	\$1.20	\$38.46
2010 09 01	\$35.21	\$3.17	\$1.23	\$39.61
2011 09 01	\$36.27	\$3.26	\$1.27	\$40.80

- (b) Daily rate for Literacy Basic Skills (LBS) and English as a Second Language (ESL) instructors who are assigned to courses of 2.75 hours duration (two such courses constitute a full day of work).

Effective	Base Rate	Vacation	Statutory Holidays	Total
2008 09 01	\$182.53	\$16.43	\$6.39	\$205.35
2009 09 01	\$188.01	\$16.92	\$6.58	\$211.51
2010 09 01	\$193.65	\$17.43	\$6.78	\$217.86
2011 09 01	\$199.47	\$17.95	\$6.98	\$224.40

(c) Hourly Rate of International Language and General Interest Instructors

Effective	Base Rate	Vacation	Statutory Holidays	Total
2008 09 01	\$25.50	\$2.29	\$0.89	\$28.68
2009 09 01	\$26.26	\$2.36	\$0.92	\$29.54
2010 09 01	\$27.05	\$2.43	\$0.95	\$30.43
2011 09 01	\$27.86	\$2.51	\$0.97	\$31.34

(d) Permanent employees, who have taught the previous term and are teaching summer school, are eligible for a top-up, pro-rated to the employee's summer school work schedule, equal to a maximum of one-half (0.5) day's pay. This top-up is recognized as pay for the statutory holiday of July 1st.

(e) Permanent employees scheduled by the payroll cut-off date will receive a full pay for time worked in the first scheduled pay of the current term. A schedule of bi-weekly pays shall be given to permanent C.E.I. employees when available.

9.02 Allowances

The following allowances shall apply to positions of added responsibility:

Full-time Program Leader

Effective

2008 09 01	\$142.96	per week
2009 09 01	\$147.25	per week
2010 09 01	\$151.67	per week
2011 09 01	\$156.22	per week

Part-Time Program Leader

Effective

2008 09 01	\$95.30	per week
2009 09 01	\$98.16	per week
2010 09 01	\$101.10	per week
2011 09 01	\$104.13	per week

Lead Instructor

Effective

2008 09 01	\$70.32	per week
2009 09 01	\$72.43	per week
2010 09 01	\$74.60	per week
2011 09 01	\$76.84	per week

ARTICLE 10 - POSITIONS OF ADDED RESPONSIBILITY

- 10.01 The position of Full-time ESL/LBS Program Leader or Part-Time ESL/LBS Program Leader shall be filled by a qualified instructor from within the bargaining unit at the time the posting occurs. In the event that no such qualified instructor applies, the Board reserves the right to fill the position by any other means.
- 10.02 The position of Full-time ESL/LBS Program Leader or Part-time ESL/LBS Program Leader shall be a term appointment of three (3) years. **At the discretion of the Principal of Adult and Continuing Education an Instructor may be reappointed as Program Leader without an interview if they are the only Instructor applying for the position.**
- 10.03 Copies of all postings shall be provided to the C.E.I. President. The posting will be posted for 5 (five) working days and will include the responsibilities and the term of the position. All members of the bargaining unit who have completed their probation period shall be eligible to apply.
- 10.04 (i) A Full-time ESL/LBS Program Leader will be released full time, free of instructional duties, to provide coordination of the program at all locations where Board ESL/LBS programs are offered. A Part-Time ESL/LBS Program Leader will be released half-time, free of instructional duties, and will be responsible for the coordination of programs at all locations where Board ESL/LBS programs are offered.
- (ii) The position of Full-time ESL/LBS Program Leader is subject to continued enrolment of students.
- (iii) The position of Part-time ESL/LBS Program Leader is subject to continued enrolment of students, funding received and the allocation of such funds.
- (iv) The position of Lead Instructor in Leamington is subject to continued enrolment of students, funding received and the allocation of such funds.

ARTICLE 11 - SENIORITY (LBS AND ESL)

- 11.01 (i) Upon the completion of 900 hours work **as of January 31st each year or the end of the first term, whichever is later**, an instructor will have completed the probationary period and be considered permanent. Such members will be placed on the seniority list and shall have any seniority rights hereunder. Members having completed the probationary period shall have their seniority date applied retroactively to coincide with their first date of employment with the Board.
- (ii) Eligible hours of work toward completing the probationary period may include regular day program, night school, summer school and supply work. Notwithstanding the above, a member must complete at least a half day, full term, regular day school assignment as part of **their** qualifying hours in order to become permanent.
- 11.02 An instructor on a paid or unpaid leave of absence is deemed to continue to maintain seniority during that leave of absence.
- 11.03 Where instructors have equal seniority, the order of seniority shall be determined by lot and administered by the Union annually. The Union will inform the Board as to the results of the lot. New-hire tie breaking will be held once and the outcome will remain permanent.
- 11.04 The dismissal of an instructor during the probationary period will not be the subject of a grievance provided the Board has acted in good faith.
- 11.05 By May 15th, or as soon thereafter as possible, the Board shall prepare, publish and post on a current basis seniority lists for instructors of LBS and ESL.
- 11.06 The seniority lists shall be posted on the bulletin board in the Adult and Continuing Education worksites and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority lists with the revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous year except for instructors hired during the previous school year.
- 11.07 An instructor shall continue to maintain seniority while on lay-off, subject to the provisions of Article 11.09(f) below.
- 11.08 Seniority shall be continuous from the date of hire. The seniority rights of an instructor shall cease for any one of the following reasons:
- (a) An instructor resigns.
 - (b) An instructor retires.
 - (c) An instructor is discharged and such discharge is not reversed through the grievance and arbitration procedures.
 - (d) An instructor refuses a timetable unless a reason is given which is satisfactory to the Principal of Adult and Continuing Education Program, subject to the review of

the Superintendent of Human Resources or **their** designate.

- (e) An instructor is granted a leave of absence and fails to notify the Principal of the Adult and Continuing Education Program prior to the end of the leave of absence that ~~he/she~~ **they** will return after the end of the leave of absence.
 - (f) An instructor is laid off for a period of two (2) years.
 - (g) A Request for Working Periods (R.W.P.) form is not submitted by May 31st of each year pursuant to Article 16 – Working Conditions. Extenuating circumstances may be considered by the Principal of Adult and Continuing Education.
- 11.09 Time worked by an instructor who is replacing an instructor [(LBS) or (ESL)] who is absent, shall be counted pursuant to Subsection 11.01 or Subsection 11.02, as the case might be, provided that the replacing instructor has worked two (2) full terms with a full-time workload or, in the case of a part-time situation, the equivalent of two (2) full terms with a full-time workload.

11.10 An instructor with seniority but no assignment may be offered supply work first according to their seniority. The supply with higher seniority will be given the first available assignment on a daily basis.

ARTICLE 12 - JOINT RELATIONS COMMITTEE

- 12.01 The Board and the C.E.I. shall establish a Joint Relations Committee for the purpose of considering matters pertaining to or arising out of this Agreement and any matter that affects union-management relations including staffing issues.
- 12.02 Any matter which is of concern to either party to this Agreement may be the subject of discussion at scheduled Joint Relations Committee meetings. Meetings will be held monthly during the school year unless mutually agreed to cancel. Additional meetings may be arranged as mutually agreed.
- 12.03 This committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at a meeting of this committee.

ARTICLE 13 - UNION BUSINESS RELEASE TIME

- 13.01 The Negotiating Committee of the C.E.I. shall be released from their duties without loss of pay, benefits, sick leave credit, seniority, service or experience for the purpose of attending negotiations for the renewal of this Collective Agreement.

The Union will be billed for any replacement costs incurred to replace members released for C.E.I. negotiations and/or Joint Relations Committee meetings scheduled during normal working hours.

- 13.02 The Board agrees to pay the salary, benefits and cost of replacement, if one is required, for any C.E.I. representative required to attend a meeting called by the Board during C.E.I. working hours.
- 13.03 With prior approval of the Superintendent of Human Resources or his/her designate, and after consultation with the appropriate Superintendent/Principal/Manager, employees involved in Union matters during normal working hours shall not lose salary, benefits or seniority. The C.E.I. shall reimburse the Board for replacement costs.

ARTICLE 14 - CORRESPONDENCE

- 14.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources or his/her designate of the Board and the C.E.I. President or designate and affected person(s) concerned, including the Principal of Adult and Continuing Education.

ARTICLE 15 - EMPLOYEE RECORDS

- 15.01 (a) Following the written request of a C.E.I. member for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files.
- (b) The C.E.I. member may be accompanied by a C.E.I. representative.
- (c) Upon written authorization by the C.E.I. member, a C.E.I. representative shall have access to the member's file.
- (d) The C.E.I. member may copy any material contained in his/her file.
- (e) If the C.E.I. member disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources or his/her designate, within a reasonable time from the receipt of a written request by the C.E.I. member stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or his/her designate shall, at the written request of the C.E.I. member, notify all persons who received a report based on the inaccurate information of any amendments.
- (f) A member may make a request to the Superintendent of Human Resources or his/her designate, in writing, to have disciplinary letter removed from the member's personnel file after two years if that member has had not additional related letters placed into the file since the date of the letter in question.

The Superintendent of Human Resources or his/her designate shall respond in writing, within ten (10) school days as to whether or not such requests shall be granted. Where the request is denied, the Superintendent of Human Resources or his/her designate shall provide the reason for the denial, in writing, to the member.

- 15.02 Members will receive a copy of any Board initiated reprimand or disciplinary action which is entered in the member's personnel file. The C.E.I. President will receive a written copy of this action.

ARTICLE 16 - WORKING CONDITIONS

- 16.01 (a) LBS and ESL instructors are required to submit their Request for Working Periods (R.W.P.) form to the Principal of Adult and Continuing Education by May 31st of each year indicating that they are interested in employment for the next two terms. Each instructor will be given the R.W.P. form no later than May 15th.
- (b) Instructors will indicate whether they wish to work full-time, i.e. two courses per term or part-time and the sessions they are prepared to work, i.e. morning, afternoon or evening and the sessions they prefer to work.
- (c) The R.W.P. form will give each instructor **their preference** for each of the fall and winter terms:
- (i) full-time (two courses) or part-time (one course).
 - (ii) morning, afternoon and/or evening sessions.
 - (iii) city and/or county locations.
 - (iv) work site location.
 - (v) request for additional courses [beyond two (2) courses].
 - (vi) ESL and/or LBS.
- (d) Any changes to the R.W.P. form submitted above **must** be submitted in writing to the Principal of Adult and Continuing Education two weeks prior to the start of a term. If an employee does not wish to be staffed at all during the term, the employee must request a Leave of Absence as per Article 22.
- (e) Best efforts will be made to accommodate the employee's preference on the R.W.P., however, the final staffing allocation resides with the Principal based on the needs of the Program.**
- 16.02 (a) LBS and ESL classes will be offered to LBS and ESL instructors to a minimum of thirty-six (36) weeks per year for two (2) classes per term, based on seniority and preferences indicated on the R.W.P. and subject to being qualified and based on the current structure of the LBS and ESL Program.
- (b) The Board reserves the right to reduce the thirty-six (36) week period and/or the number of classes offered based on student enrolment, available space and/or any other situation subject to available grants.

- (c) Following the above process, at the discretion of the Principal of Adult and Continuing Education, an instructor, who teaches a full timetable, i.e. two (2) courses, may be granted an opportunity to teach a third (3rd) course provided no one covered by this Collective Agreement teaching less than full-time, is available to do so. Consideration shall be made on the basis of seniority.
 - (d) No new instructors may be hired until all instructors on lay-off have been recalled and all employees who have indicated on the R.W.P. form to increase their instructional load have been given the opportunity to work.
 - (e) A current list of staffing assignments will be provided to the C.E.I. President and the Superintendent of Human Resources or **their** designate no later than two (2) weeks after the start of each term. **Updated staffing assignment lists will be provided to the Program Leader for distribution.**
 - (f) All staffing assignment changes will be reviewed with the C.E.I. President or designate prior to implementation.
- 16.03 Any matter which is of concern to either party to this Collective Agreement may be the subject of discussion at a regularly scheduled meeting of the Joint Relations Committee.
- 16.04 Any employee covered by this Collective Agreement shall be provided with a copy of this Collective Agreement.
- 16.05 C.E.I.'s shall be required to notify the Human Resources Department of the Board, in writing, of any change of address and/or telephone number.
- 16.06 Five and one-half (5.5) hours of instruction per day shall constitute one (1) full day of employment.
- 16.07 Opportunity for job-sharing during the summer program will be provided subject to the approval of the Principal of Adult and Continuing Education.
- 16.08 There will be two (2) terms of equal length for ESL/LBS day classes between September and June where practicable.
- 16.09 There will be two (2) terms of equal length for ESL/LBS night classes between September and June where practicable.

ARTICLE 17- VACANCIES IN OTHER BARGAINING UNITS

- 17.01 C.E.I. who possess the necessary qualifications to teach in the elementary and/or secondary panel may inform the appropriate Superintendent at any time that they are interested in obtaining a teaching position.
- 17.02 The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.

- 17.03 The Board agrees to notify the President of the C.E.I. Union when the Board is accepting applications in either the secondary or elementary panels.

ARTICLE 18 - LAYOFF AND RECALL

- 18.01 The Board agrees that should layoffs be necessary, employees will be laid off in reverse order of seniority in the bargaining unit subject to (a) and (b) below.
- (a) Where a layoff would result in the cancellation of a program due to the unavailability of a qualified instructor, the next least senior instructor shall be laid off.
 - (b) When the application of Article 18.01 results in the layoff of a Program Leader, the position of added responsibility shall be posted in accordance with Article 16. If no qualified instructor applies to the posting, the Program Leader shall be recalled to the position and the next least senior instructor shall be laid off.
- 18.02 The Board shall notify, in writing, both the employee(s) affected by such layoff and the C.E.I. President. The written notification shall state the date the layoffs are to take effect.
- 18.03 Laid-off employees will maintain their seniority on the recall list for a period of up to two (2) years.
- 18.04 The Board shall maintain and publish by September 1st, of each year, a recall list of laid-off employees in order of seniority, with a copy to the President of the C.E.I.
- 18.05 Bargaining Unit members who are eligible for recall shall file with the Board, their most recent address and telephone number.
- 18.06 Employees will be recalled in order of seniority from the most senior employee to the least senior employee and as positions become available and they are qualified for the position.
- 18.07 When a position becomes available, the Board shall contact the Member being recalled by telephone and shall follow-up with a letter by registered mail.
- 18.08 A Member shall have seven (7) days after the date of the registered letter to notify the Board of their acceptance of the recall. A Member may refuse recall for reasons of illness or injury without prejudice to the Member's recall rights.
- 18.09 Subject to Article 18.10, no external hiring shall take place either to fill permanent vacancies or supply work until all laid off employees have been given an opportunity for recall.
- 18.10 If the Board decides to replace an absent instructor, the replacement instructor shall be selected on the basis of seniority from the C.E.I.'s seniority list. If none are available, the Board may replace the absent instructor from instructors on the supply list.

ARTICLE 19 - EMPLOYEE BENEFITS (LBS AND ESL)

NOTE: The provisions of this article will apply to LBS and ESL Instructors instructing at least two (2) classes in each of two (2) terms or at least two (2) classes in at least three (3) terms for a minimum of twenty (20) hours per week, and thirty-six (36) weeks per year based on the daily rate.

Benefits provided in this article will become effective the month following the month of ratification for eligible employees.

The benefits for each school year will be pro-rated in accordance with the timetable given to the instructors in the previous term. These benefits will continue on the same pro-ration regardless of whether the timetable of an instructor changes during the current school year.

- 19.01
- (a) Eligible employees shall receive sick leave credits for each term of service with the Board equal to two (2) days for each month of service [maximum of eighteen (18) days per year].
 - (b) A deduction shall be made in sick leave credits amounting to the number of days which an instructor is absent through illness and for which that instructor is paid, in any term, provided the instructor has sick leave days to his/her credit in accordance with Subsection 19.01(c). A one-half (0.5) day sick leave deduction shall be made for each night school class in which a permanent, half-day day school instructor is absent through illness and for which that instructor is paid, in any term, provided the instructor has sick leave days to his/her credit in accordance with Subsection 19.01(c). A maximum of five (5) one-half (0.5) sick leave credits can be used in any term. An instructor who requests a third session in a term would not be entitled for sick leave for his/her night session.
 - (c) Unused sick leave credit may accumulate to a total of one hundred and fifty (150) days effective September 1, 2008.
 - (d) An employee who is replacing an absent employee, who is on an approved leave of absence for a full term, shall be entitled to sick leave days equal to the total number of days worked on the assignment divided by ten (10). Such days shall not accumulate beyond the end of the temporary assignment. Sick days will be applied in only half or full day allotments.

19.02 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or Workplace Safety and Insurance.
- (b) The Board will pay the full premium cost of:
An extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family.

- (c) The Board will pay 90% of the premium costs of:
A generic prescription plan for employees and their dependents. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The dispensing fee will be capped at \$6.50 per prescription.

19.03 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services: exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The C.E.I. employees will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for subsections (a) and (b) above will be \$1,800.

- (c) The Board will pay 100% of the premium cost for orthodontics (50% coinsurance to a lifetime maximum of \$1,800.)

19.04 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$250.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses or any combination thereof. The full benefit of \$250.00 is available at two (2) year intervals to commence from the date of the most recent purchase made under the vision care plan.

- 19.05 (a) The Board will pay the full premium cost of a group life insurance plan which provides \$95,000 straight term coverage for all eligible instructors.
- (b) For active employees over the age of 65, life insurance shall cease and Out of Country Travel insurance will be no longer be available. If the total cost of benefits for an active employee over the age of 65 is greater than that of an active employee under the age of 65, the employee will be invoiced for the difference.
- (c) Optional group life insurance will be offered to eligible instructors at their expense. The maximum optional group life insurance will be \$100,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier.

- (d) In the event of an instructor being totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes first.
- (e) Optional dependents life insurance will be offered to the instructors at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.
- (f) Eligible instructors shall have full co-ordination of benefits.
- (g) Notwithstanding the above the Master Policy is the true and full record of all benefit coverage.

ARTICLE 20 - MISCELLANEOUS LEAVES (LBS AND ESL)

20.01 The provisions of this article will apply to LBS and ESL Instructors instructing at least two (2) classes in each of two (2) terms or at least two (2) classes in at least three (3) terms for a minimum of twenty (20) hours per week, and thirty-six (36) weeks per year based on the daily rate. These provisions apply to permanent half-time day staff who are teaching at night. These leaves do not apply to summer school instructors in the current structure of summer school, as at date of ratification.

Eligible employees shall be allowed leave without loss of salary as described hereunder:

- (a) Compassionate leave shall be granted by the Superintendent of Human Resources or his/her designate without loss of salary and without deduction of sick leave credits as follows:
 - i. Up to five (5) days for the purpose of compassionate leave at the time of death of a member of the C.E.I.'s or spouse's immediate family which includes spouse, parent, sister, brother, step-parent, child, step-child or total dependents. Additional days may be granted by the Superintendent of Human Resources or his/her designate when required for travelling.
 - ii. Up to three (3) days for the purpose of compassionate leave at the time of death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparent, grandchild or total dependents. Additional days may be granted by the Superintendent of Human Resources or his/her designate when required for travelling.
 - iii. Up to one (1) day shall be granted to attend the funeral of a close friend or relative. Additional days may be granted by the Superintendent of Human Resources or his/her designate when required for travelling.

- (b) Adoption or birth of a child - two (2) days per occurrence.
 - (c) Examinations: Up to one (1) day to write an examination if that examination is scheduled during the working day.
- 20.02 An instructor's salary shall be paid without deduction from sick leave credits when the instructor is absent from duty for any of the following reasons:
- (a) jury duty
 - (b) quarantine
 - (c) subpoena
 - (d) other orders by health authorities.
- 20.03 Miscellaneous Leave up to a maximum of five (5) days in any one (1) school year other than that limited to three (3) days in Section 20.01, may be granted by the Superintendent of Human Resources or his/her designate without loss of salary and without loss of an instructor's deduction of sick leave credits for other reasons approved by the Superintendent of Human Resources or his/her designate or extended under this Article to accommodate special circumstances for reasons approved by the Superintendent of Human Resources. Notwithstanding the above, one (1) personal leave day will be granted subject to the following: This day shall not be unreasonably withheld and shall not be used to extend any other type of leave i.e. Christmas or March break, summer holidays and, or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). The employee will be responsible for notifying his, her immediate supervisor. This day shall be counted as one of the maximum of five (5) days under 20.03
- 20.04 An employee will be entitled to request one (1) personal leave day per term. This request is subject to the approval of the Principal of Adult and Continuing Education and the Superintendent of Human Resources or his/her designate. This leave will be without pay. The Instructor will not lose benefits or seniority while on this personal leave.

ARTICLE 21 - PREGNANCY/PARENTAL LEAVES

- 21.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- 21.02 For pregnancy leave only, the board will pay a "top-up" amount for a maximum eight (8) week period immediately following the birth of a child.
- 21.03 The "top-up" pay will be ninety-five percent (95%) of the regular wage for the two (2) week waiting period and the difference between what an employee received from the Employment Insurance (E.I.) and her regular wage for the six (6) weeks.
- 21.04 To receive pay, the employee must forward to Human Resources proof of receipt of pay from E.I. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.

- 21.05 The pay will not exceed the amounts specified in Article 21.03 above.
- 21.06 The eight (8) week period will include the two (2) week waiting period and furthermore is not in addition to the seventeen (17) week pregnancy leave maximum and thirty-five (35) week parental leave maximum.
- 21.07 If not eligible for E.I., the employee will be entitled to regular compensation from the employee's accrued sick leave bank for a maximum of six (6) weeks or days accrued in their sick leave bank.
- 21.08 Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician except as specified above.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 A permanent employee may be granted a leave of absence without pay, by the Board on the recommendation of the Superintendent of Human Resources or his/her designate, up to one (1) school year. The leave of absence shall not interrupt the continuance of employment of the employee with the Board. An employee shall apply in writing not later than April 1st.

ARTICLE 23 – SAFETY

- 23.01 The Board shall abide by the Occupational Health and Safety Act and the regulations there under. The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- 23.02 The Board shall provide for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions shall be investigated and, if found to be hazardous, all reasonable effort shall be made to effect a correction.
- 23.03 (a) In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.
- (b) An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.
- 23.04 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee may be brought to the attention of the Joint Health and Safety Committee.

ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE

- 24.01 It is agreed that when a C.E.I. member is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will be placed on sick leave until such time as approval of the Workplace Safety and Insurance claim is rendered, up to the amount of the employee's accumulated sick days. During this period, provided the employee has sick leave days to his/her credit, the employee will be receiving the WSIB legislated amount of eighty-five percent (85%). Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award. If the Workplace Safety and Insurance claim is rejected, the employee will be placed on sick leave provided the employee has sick leave days to his/her credit, and his/her salary will be adjusted accordingly retroactive to the first day of the absence.
- 24.02 (a) It is agreed that when an employee receives approval for a WSIB permanent disability loss of earnings benefit and is unable to work, the employee will receive an amount which, after all deductions have been made, is equal to what the employee would otherwise have received. The portion of a day deducted from the employee's sick leave credit per day of absence will be equal to the ratio of the difference between the WSIB permanent disability loss of earnings benefit and the net salary compared to the employee's gross salary.
- (b) Employees who receive payments under Article 24.02 (a) and who are drawing sick leave in accordance with Article 24.02 (a) will be entitled to the Board's contribution to benefits.
- 24.03 It is understood and agreed that Article 24.02 will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the WSIB award.

ARTICLE 25 - MILEAGE

- 25.01 A mileage claim will be paid to employees traveling to multiple work locations only if such travel is a requirement of the job and/or at Board request, in accordance with Board policy. Mileage reimbursement is not applicable to travel between dual work locations which were arranged at the request or the application of the employee.

ARTICLE 26 - CRIMINAL BACKGROUND CHECK

- 26.01 The Board shall pay all costs associated with an incumbent employee who participates in the check offered by the *Ontario Education Services Corporation* (O.E.S.C.) pursuant to *Regulation 521/2001* of the *Education Act*.
- 26.02 The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to *Regulation 521/2001* of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

26.03 The Board shall not release any information about a C.E.I. member obtained pursuant to *Regulation 521/2001* of the *Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 27 – DURATION

27.01 This Collective Agreement shall be in effect from September 1, **2012** and shall continue in full force up to and including August 31, **2014** and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Collective Agreement, in accordance with the Ontario Labour Relations Act.

27.02 If either party gives notice of its desire to negotiate amendments in accordance with Section 27.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement in accordance with the Ontario Labour Relations Act.


27.03 Nothing herein prevents the revision or amendment of any provision of this Collective Agreement by mutual consent in writing of the parties hereto during the term of this Collective Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the C.E.I., District 9 on behalf of the instructors.

Dated at Windsor, Ontario this ____ day of October, 2013.


**On behalf of the
GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**



Chairperson of the Board



Chief Negotiator



Principal



Human Resources Officer

**On behalf of the
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION, DISTRICT 9
Continuing Education Instructors' Branch:**

O.S.S.T.F.-C.E.I. President

Negotiator

Negotiator

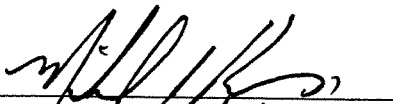
LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
CONTINUING EDUCATION INSTRUCTORS

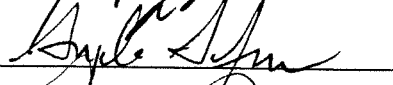
Other ESL or LBS instructors may be employed that may not have qualifications as per the Regulation. The following conditions apply:

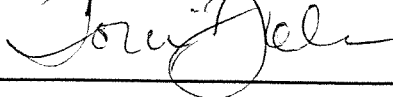
1. The Board will grandfather (retain employment) current permanent members who do not possess an Ontario Teacher Certificate.
2. In cases where there is no qualified instructor, if the Board requires further instructors, the Board may hire an instructor without their Ontario Teacher Certificate.
3. Such placements will be temporary for one term and probation and seniority provisions will not apply.

Dated at Windsor, Ontario this 27th day of November 2008


**For the Greater Essex County
District School Board**

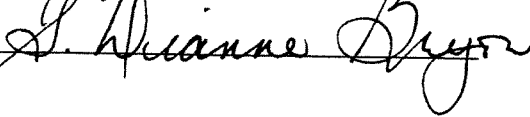






**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**






LETTER OF UNDERSTANDING
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AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
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Whereas the Board and the C.E.I. agree to the following terms and conditions with respect to Summer Work.


1. The summer school program for ESL/LBS may be offered at the sole discretion of the Principal of Adult and Continuing Education. If there is going to be summer work available, the following shall be the process for work distribution.
 - (a) All qualified employees shall be given an opportunity for summer ESL/LBS instructional work.
 - (b) The Principal of Adult and Continuing Education will inform employees of the availability of summer work when the decision is made each year by posting a "Summer Opportunities Notice" for C.E.I. members.
 - (c) An employee interested in summer work will notify the Principal of Continuing Education, in writing, by June 15th, stating the preferred assignment. The C.E.I. President, or designate, will be provided with a list of interested employees.
 - (d) Summer work assignments will be granted to interested employees on a seniority basis.
 - (e) An employee will receive the hourly rate of pay for an ESL/LBS Instructor in accordance with Article 9 for all summer work.

Dated at Windsor, Ontario this 27th day of November 2008


**For the Greater Essex County
District School Board**

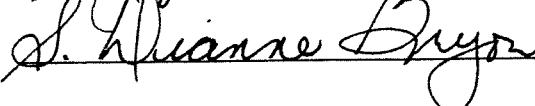






**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**





LETTER OF UNDERSTANDING
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Article 16.06 states that, "Five and one-half (5.5) hours of instruction per day shall constitute one (1.0) full day of employment".

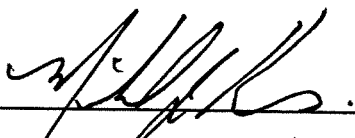
It is agreed by the Board and C.E.I. that,


1. One (1.0) full day of employment for full-time Literacy (LBS) instructors will be 5.0 hours of instruction and 0.5 hours of time to complete Training Plans and Demonstrations as required by the Literacy and Basic Skills program.
2. The hours for part-time LBS instructors per class will be 2.5 hours of instruction and 0.5 hours of time to complete Training Plans and Demonstrations as required by the Literacy and Basic Skills program.


Part-time instructors will then reach the 2.75 hours duration [Article 9.01 (b)] per class, and will submit a time sheet for the extra 0.25 hours of time required to reach the 0.5 hours required to complete Training Plans and Demonstrations as required by the Literacy and Basic Skills program.

Dated at Windsor, Ontario this 27th day of November 2008.

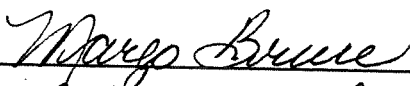
**For the Greater Essex County
District School Board**

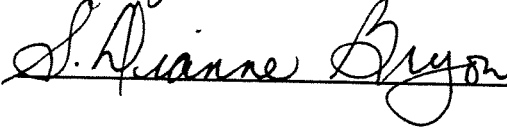






**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**





LETTER OF UNDERSTANDING
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CONTINUING EDUCATION INSTRUCTORS

NON-INSTRUCTIONAL TIME

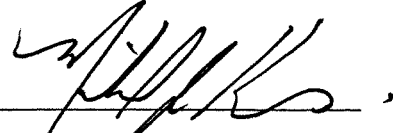
For English as a Second Language (ESL) day school instructors only, paid non-instructional time will be provided to plan and prepare for the classroom. The non-instructional time will be scheduled by the Principal of Adult and Continuing Education. The allocation of non-instructional time is as follows;

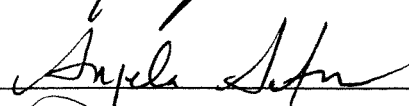
- i) 40 minutes per week for a full-time ESL day school instructor who works 2 full courses per day per term, each course being 2.75 hours in duration
- ii) 20 minutes per week for a part-time ESL day school instructor who works 1 full course per day per term, each course being 2.75 hours in duration


Note: Full-time program leader, part-time program leader and half-time assessor will be allocated the equivalent amount of non-instructional time as provided to the ESL day school instructors.

Dated at Windsor, Ontario this 27th day of November 2008

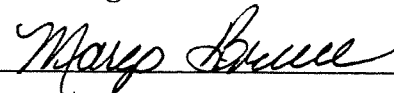
**For the Greater Essex County
District School Board**

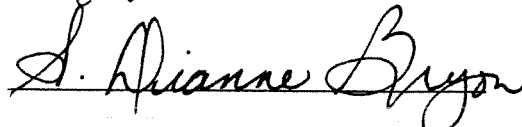






**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**





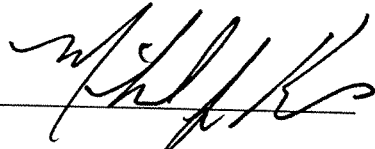
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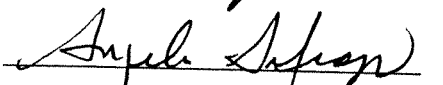
PROFESSIONAL DEVELOPMENT

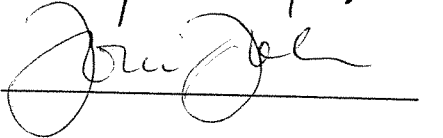
Commencing September 2008, there will be one (1) professional development day per calendar year, planned and organized in consultation with the bargaining unit, for ESL/LBS day-school instructors.

Dated at Windsor, Ontario this 27th day of November 2008


**For the Greater Essex County
District School Board**

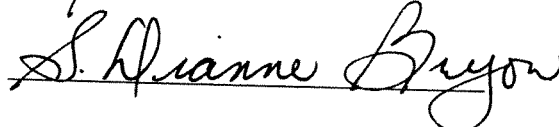






**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**





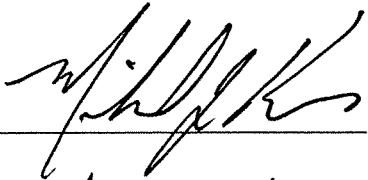
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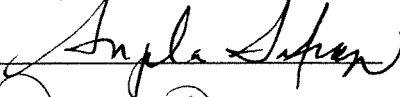
PROFESSIONAL DEVELOPMENT ENHANCEMENT

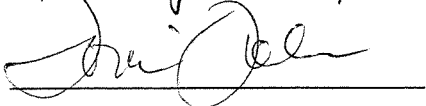
1. The parties agree that the Bargaining Unit's Share of the Professional Development Enhancement funding is \$5,936.
2. The one-time payment of \$5,936 shall be provided by the Board to the Bargaining Unit no later than December 31, 2008.

Dated at Windsor, Ontario this 27th day of November 2008


**For the Greater Essex County
District School Board**

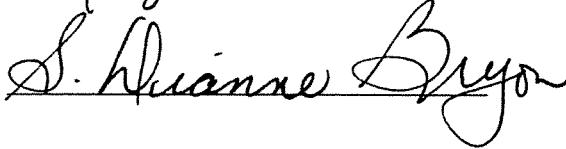






**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**





LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

CONTINUING EDUCATION INSTRUCTORS

**Represented by
OSSTF District 9
(hereinafter referred to as the Union)**

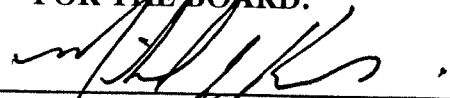
BENEFITS

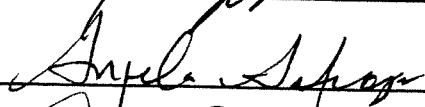
In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008 – 2012 collective agreement between the Greater Essex County District School Board and the CEI-OSSTF the parties agree that the additional annual enhancement of benefits effective September 1, 2010 shall be first applied as follows:


- Extended Health - Paramedical Services increase to \$550.00 per calendar year.
- Vision Care increase to \$450.00 per 24 consecutive months.
- Dental – Annual Limit of \$2,500 per year
- Dental – Orthodontics – Dependants up to age 19 - lifetime maximum of \$2,500 (50% co-insurance)

Dated at Windsor, Ontario, this 27th day of November 2008.


FOR THE BOARD:

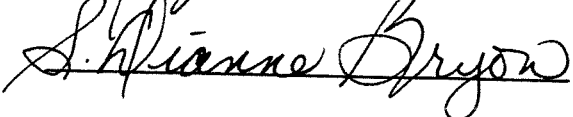






FOR THE UNION:





**Appended items from the Memorandum of Understanding
between
The Government of Ontario
and
Ontario Secondary School Teachers' Federation**

Job Security – OSSTF/FEESO Support Staff

1. The existing FTE complement as of March 5, 2013 in all OSSTF/FEESO support staff job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment; or
 - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:
 - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.
5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with OSSTF/FEESO on alternative measures, which may include:
 - a. Priority for available temporary, casual and/or occasional assignments;
 - b. The establishment of a permanent supply pool where feasible;
 - c. The development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. This letter of understanding expires on August 31, 2014
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

Maternity Benefits

Effective May 1, 2013, an employee who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment
- Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily casual assignments are not entitled to maternity benefits.

Eligible employees on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child, subject to provisions in the 2008-2012 collective agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Employees not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (i.e. summer, March Break, etc), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible employees, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

Voluntary Unpaid Leave of Absence Program For all Bargaining Units

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all OSSTF/FEESO bargaining units effective May 1, 2013

2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available casual staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. It is understood that teachers taking a voluntary unpaid leave day shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.
6. Requests for voluntary unpaid leave of absence days will not normally include the first week following the start of each semester (other than an August PD day), the week prior to the start of exams, and the exam period.
7. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan and OMERS.
8. The Board will report unpaid VLAP days to each OSSTF/FEESO Bargaining Unit based on the names of applicants and the total approvals on a monthly basis.
9. All net savings achieved by the Board as a result of VLAP days being utilized shall be applied to Offsetting Measures below.

Unpaid Days and Offsetting Measures for Teacher Bargaining Units

All permanent regular day school members of a teacher bargaining unit will be required to take one (1) mandatory unpaid day on Friday December 20, 2013.

The following cost savings measures will be implemented:

1. Voluntary Unpaid Leave of Absence Program
2. Efficiencies in the delivery of professional development for the Oct 11, 2013 PD day will be used to provide funding for offsetting measures equivalent to 16% of the cost of an unpaid day. Further, this PD day will be a day reserved for the delivery of Ministry priorities.

3. An Early Retirement Incentive Plan (ERIP) will be introduced in the event that the savings in #1 and #2 are not projected to provide sufficient cost recovery for one unpaid day across the Bargaining Unit.

If the necessary savings are achieved in #1 and #2 the Board may choose to implement the ERIP program at its discretion.

The ERIP shall be in the form of a \$5000 payment to any teacher who retires between the end of November 2013 and the last day of Semester 1.

The Board shall give notice of the implementation of the ERIP no later than November 30, 2013.

Any requirements for notification periods for retirement or specific retirement dates shall be waived in the 2013-2014 school year. A minimum two week retirement notice period shall be provided to boards in the open period from November 30, 2013 to the last day of Semester 1 in the 2013-2014 school year.

4. Any other cost savings measures agreed to by Bargaining Unit and the Board.

The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years.

All permanent regular day school members of a teacher bargaining unit will be required to take a further unpaid day on Friday March 7, 2014 if the above measures do not achieve sufficient savings at least equal to the value of one day's pay across the Bargaining Unit.

In the event that cost-savings measures achieve savings in excess of those required to offset unpaid days, such savings shall be retained by the Board.

Any member of OSSTF/FEESO who is not a regular permanent day school teacher shall not be required to take unpaid days.

Reconciliation For Teacher Bargaining Units

A reconciliation committee will be created with equal representation from the Board and the Bargaining Unit.

The committee will meet monthly starting in June 2013 to track targeted savings and expenditures. The cost of the ERIP shall be deducted from savings. All relevant information required to monitor and administer the reconciliation shall be fully shared between the parties.

In the event that by November 30, 2013, savings are not on target to meet the financial goal equivalent to at least one (1) unpaid day, the ERIP program will be implemented. In the event of a dispute between the Board and Bargaining Unit about the financial necessity for an ERIP, the Board may choose not to offer the ERIP program. However, in the event that the financial savings for the cost recovery for the unpaid day are not subsequently achieved, the permanent teachers shall not be required to take an unpaid day on March 7, 2014.

Attendance Recognition

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-2014 school year shall be as per the definition for sick leave in the 2008-2012 collective agreement and shall be determined as of June 30, 2014.

If a permanent regular day school teacher bargaining unit member's usage is below six (6) full days of his/her days' absence then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For OSSTF/FEESO members, other than permanent regular day school teachers, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

Sick Leave/Short Term Sick Leave and Disability Plan

Sick Leave Days

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:
 - Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
 - Any other full-time employee (for this purpose defined as greater than 24 hours per week)
2. Each school year, an employee shall be paid 100 % of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.
3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:
 - a) If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
 - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
 - ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
 - b) If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
 - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
 - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.

- c) If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.
 - d) For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
 - e) A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
 - i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.
5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.
6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.
7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

Short Term Sick Leave

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an

additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.

9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

Short-Term Leave and Disability Plan Top-up (STLDPT)

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.
14. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

Long Term Assignments

15. A member of OSSTF/FEESO employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the

following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:

1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
 2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
16. A member of OSSTF/FEESO who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
17. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

LTD Plans for Support Staff

18. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan.

Long Term Disability

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A) Enrolment/Eligibility Administration

- i) Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP ;
- ii) enroll all eligible teachers into the LTD program;
- iii) Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv) keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v) support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi) where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP

B) Premium Administration

- i) Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii) submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii) collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence
- iv) support the information and process requirements in the agreed-upon payroll feed (as per A vi) ;
- v) all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program

- vi) process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.)

C) LTD Claims Administration

- i) Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process
- ii) Support the mandatory early intervention process by providing contact information where required
- iii) utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process
- iv) provide teachers with the appropriate claims applications in the event of disability
- v) support, complete and submit the employer statement in the LTD claim process
- vi) support return to work programs for teachers returning from disability including job description, scheduling and salary information)

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D) OSSTF and OTIP are required to:

- i) Provide LTD insurance to eligible OSSTF teachers
- ii) provide the group policy/plan document to Employers and teachers;
- iii) provide claims kits to Employers that provide supporting information about the administrative procedures
- iv) communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis
- v) provide access to teachers on the LTD coverage information
- vi) develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii) provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii) participate along with the Board and OTIP in return to work programs.

Non-Vested Retirement Gratuity For Employees

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times Z = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

Specialized Job Classes

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.